

Mining Industry Award 2010

This Fair Work Commission consolidated modern award incorporates all amendments up to and including 20 June 2019 ([PR704173](#), [PR707421](#), [PR707616](#), [PR709080](#)).

Clause(s) affected by the most recent variation(s):

- 13—Classifications and minimum wage rates
- 14—Allowances
- Schedule E—Supported Wage System

Current review matter(s): [AM2014/47](#); [AM2014/79](#); [AM2014/190](#); [AM2014/196](#); [AM2014/197](#); [AM2014/300](#); [AM2014/301](#); [AM2015/1](#); [AM2015/2](#); [AM2016/8](#); [AM2016/13](#); [AM2016/15](#); [AM2016/17](#)

Table of Contents

[Varied by [PR988358](#), [PR994050](#), [PR994464](#), [PR532630](#), [PR544519](#), [PR546288](#), [PR545968](#), [PR557581](#), [PR573679](#), [PR583034](#), [PR585478](#), [PR609328](#), [PR610169](#), [PR701403](#)]

- Part 1— Application and Operation 3**
 - 1. Title 3
 - 2. Commencement and transitional 3
 - 3. Definitions and interpretation 4
 - 4. Coverage 5
 - 5. Access to the award and the National Employment Standards 8
 - 6. The National Employment Standards and this award 8
 - 7. Individual flexibility arrangements 8
- Part 2— Consultation and Dispute Resolution..... 10**
 - 8. Consultation about major workplace change 10
 - 8A. Consultation about changes to rosters or hours of work 11
 - 9. Dispute resolution 12
- Part 3— Types of Employment and Termination of Employment 12**
 - 10. Types of employment 12
 - 11. Termination of employment 16
 - 12. Redundancy 17
- Part 4— Minimum Wages and Related Matters 18**
 - 13. Classifications and minimum wage rates 18

Mining Industry Award 2010

14.	Allowances.....	22
15.	Payment of wages	24
16.	Superannuation.....	25
Part 5— Hours of Work and Related Matters		26
17.	Annualised salaries	26
18.	Ordinary hours of work.....	26
19.	Maximum weekly hours.....	27
20.	Overtime and penalty rates	28
21.	Rostering	30
22.	Breaks.....	31
22A.	Requests for flexible working arrangements	32
Part 6— Leave and Public Holidays.....		33
23.	Annual leave	33
24.	Personal/carer’s leave and compassionate leave.....	38
25.	Community service leave.....	38
26.	Public holidays	38
27.	Leave to deal with Family and Domestic Violence	38
Schedule A —Transitional Provisions.....		41
Schedule B —Classification and Structure		47
Schedule C —School-based Apprentices.....		51
Schedule D —National Training Wage		53
Schedule E —Supported Wage System.....		54
Schedule F —Part-day Public Holidays		57
Schedule G —Agreement to Take Annual Leave in Advance		59
Schedule H —Agreement to Cash Out Annual Leave		60
Schedule I —Agreement for Time Off Instead of Payment for Overtime		61

Part 1—Application and Operation

1. Title

This award is the *Mining Industry Award 2010*.

2. Commencement and transitional

[Varied by [PR988358](#), [PR542131](#)]

2.1 This award commences on 1 January 2010.

2.2 The monetary obligations imposed on employers by this award may be absorbed into overaward payments. Nothing in this award requires an employer to maintain or increase any overaward payment.

2.3 This award contains transitional arrangements which specify when particular parts of the award come into effect.

[2.4 varied by [PR542131](#) ppc 04Dec13]

2.4 Neither the making of this award nor the operation of any transitional arrangements is intended to result in a reduction in the take-home pay of employees covered by the award. On application by or on behalf of an employee who suffers a reduction in take-home pay as a result of the making of this award or the operation of any transitional arrangements, the Fair Work Commission may make any order it considers appropriate to remedy the situation.

[2.5 varied by [PR542131](#) ppc 04Dec13]

2.5 The Fair Work Commission may review the transitional arrangements in this award and make a determination varying the award.

[2.6 varied by [PR542131](#) ppc 04Dec13]

2.6 The Fair Work Commission may review the transitional arrangements:

- (a) on its own initiative; or
- (b) on application by an employer, employee, organisation or outworker entity covered by the modern award; or
- (c) on application by an organisation that is entitled to represent the industrial interests of one or more employers or employees that are covered by the modern award; or
- (d) in relation to outworker arrangements, on application by an organisation that is entitled to represent the industrial interests of one or more outworkers to whom the arrangements relate.

3. Definitions and interpretation

[Varied by [PR994464](#), [PR997772](#), [PR503613](#), [PR544267](#), [PR545968](#)]

3.1 In this award, unless the contrary intention appears:

[Definition of **Act** substituted by [PR994464](#) from 01Jan10]

Act means the *Fair Work Act 2009* (Cth)

[Definition of **adult apprentice** inserted by [PR544267](#) ppc 01Jan14]

adult apprentice means an apprentice who is 21 years of age or over at the commencement of their apprenticeship

afternoon shift means any shift finishing after 7.00 pm and at or before midnight

[Definition of **agreement-based transitional instrument** inserted by [PR994464](#) from 01Jan10]

agreement-based transitional instrument has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

[Definition of **award-based transitional instrument** inserted by [PR994464](#) from 01Jan10]

award-based transitional instrument has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

base rate of pay has the meaning in the NES

[Definition of **Commission** deleted by [PR994464](#) from 01Jan10]

continuous shiftworker means an employee engaged in a continuous process who is rostered to work regularly on Sundays and public holidays

[Definition of **default fund employee** inserted by [PR545968](#) ppc 01Jan14]

default fund employee means an employee who has no chosen fund within the meaning of the *Superannuation Guarantee (Administration) Act 1992* (Cth)

[Definition of **defined benefit member** inserted by [PR545968](#) ppc 01Jan14]

defined benefit member has the meaning given by the *Superannuation Guarantee (Administration) Act 1992* (Cth)

[Definition of **Division 2B State award** inserted by [PR503613](#) ppc 01Jan11]

Division 2B State award has the meaning in Schedule 3A of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

[Definition of **Division 2B State employment agreement** inserted by [PR503613](#) ppc 01Jan11]

Division 2B State employment agreement has the meaning in Schedule 3A of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

[Definition of **employee** substituted by [PR994464](#), [PR997772](#) from 01Jan10]

employee means national system employee within the meaning of the Act

Mining Industry Award 2010

[Definition of **employer** substituted by [PR994464](#), [PR997772](#) from 01Jan10]

employer means national system employer within the meaning of the Act

[Definition of **enterprise award** deleted by [PR994464](#) from 01Jan10]

[Definition of **enterprise award-based instrument** inserted by [PR994464](#) from 01Jan10]

enterprise award-based instrument has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

full rate of pay has the meaning in the NES

minimum weekly rate means the minimum weekly rate of pay set out in clause 13—Classifications and minimum wage rates

[Definition of **NAPSA** deleted by [PR994464](#) from 01Jan10]

[Definition of **NES** substituted by [PR994464](#) from 01Jan10]

NES means the National Employment Standards as contained in [sections 59 to 131](#) of the *Fair Work Act 2009* (Cth)

night shift means any shift finishing after midnight and at or before 8.00 am

remote work means work required to be performed in any location that is operated by the employer as a remote location, including but not limited to sites operating on a fly in/fly out, drive in/drive out or bus in/bus out basis

shiftworker means an employee for the time being engaged to work in a system of shifts, being afternoon shifts, night shifts or both, or a continuous shiftworker

standard rate means the minimum weekly wage for a Level 3 employee in clause 13.1

[Definition of **transitional minimum wage instrument** inserted by [PR994464](#) from 01Jan10]

transitional minimum wage instrument has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

work cycle means a roster cycle made up of working and non-working days

3.2 Where this award refers to a condition of employment provided for in the NES, the NES definition applies.

4. Coverage

[Varied by [PR994464](#)]

[Paragraph numbered as 4.1 by [PR994464](#) from 01Jan10]

4.1 This industry award covers employers throughout Australia who are engaged in the mining industry in respect of work by their employees in a classification in this award and their employees engaged in the classifications listed in clause 13—

Mining Industry Award 2010

Classifications and minimum wage rates, of this award, to the exclusion of any other modern award.

4.2 Definition of mining industry

[4.1 renumbered as 4.2 by [PR994464](#) from 01Jan10]

For the purposes of this clause **mining industry** means:

- (a) extracting any of the following from the earth by any manner or method including exploration, prospecting, development and land clearing, preparatory work and rehabilitation during the life of the mine:
 - (i) any metals, minerals or ores;
 - (ii) phosphates and gemstones;
 - (iii) mineral sands;
 - (iv) uranium and other radioactive substances;
- (b) the processing, smelting and refining of the metals, minerals, ores or substances covered by clause 4.2(a);
- (c) the transportation, handling and loading of any of the metals, minerals, ores or substances covered by clause 4.2(a) on a mining lease or tenement;
- (d) the transportation, handling and loading of any of the metals, minerals, ores or substances covered by clause 4.2(a) by the mine operator, a related company or an entity principally engaged by the mine operator to do such work, using the plant or infrastructure (including rail and/or ports) of the mine operator or a related company;
- (e) the servicing, maintaining (including mechanical, electrical, fabricating or engineering) or repairing of plant and equipment used in the activities set out in clauses 4.2(a) to (d) by employees principally employed to perform work on an ongoing basis at a location where the activities described above are being performed; or
- (f) the provision of temporary labour services used in the activities set out in clauses 4.2(a) to (e), by temporary labour personnel principally engaged to perform work at a location where the activities described above are being performed.

4.3 Exclusions

[4.2 renumbered as 4.3 by [PR994464](#) from 01Jan10]

This award does not cover:

[4.3(a) substituted by [PR994464](#) from 01Jan10]

- (a) an employee who is covered by a modern enterprise award, or an enterprise instrument (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to such employee;

Mining Industry Award 2010

[New 4.3(b) inserted by [PR994464](#) from 01Jan10]

- (b) an employee who is covered by a State reference public sector modern award, or a State reference public sector transitional award (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to such an employee;

[4.3(b) renumbered as 4.3(c) by [PR994464](#) from 01Jan10]

- (c) an employee excluded from award coverage by the Act;

[4.3(c) renumbered as 4.3(d) by [PR994464](#) from 01Jan10]

- (d) employers in respect of their operations or activities in the following industries or occupations:
 - (i) aluminium;
 - (ii) catering, accommodation, cleaning and incidental services (unless employed by a mine operator or a related company);
 - (iii) clerical or administrative;
 - (iv) information technology professionals, professional engineers, geologists and scientists;
 - (v) oil, gas and hydrocarbons;
 - (vi) quarrying of stone, crushed stone, sand and gravel, and land reclamation (including dredging);
 - (vii) salt;
 - (viii) security services (unless employed by a mine operator or a related company);
 - (ix) steel making;
 - (x) prospecting and resource assessment for the purposes of potential mine development, which is not on a mining lease or tenement;
 - (xi) brown coal mining; and
 - (xii) melting and smelting of metals in connection with manufacturing activities covered by the *Manufacturing and Associated Industries and Occupations Award 2010*;

[4.3(d) renumbered as 4.3(e) and varied by [PR994464](#) from 01Jan10]

- (e) employers in respect of their operations or activities covered by the *Black Coal Mining Industry Award 2010*;

Mining Industry Award 2010

[4.3(e) renumbered as 4.3(f) by [PR994464](#) from 01Jan10]

- (f) employers in respect of their operations or activities covered by the *Manufacturing and Associated Industries and Occupations Award 2010*, except for work covered by clause 4.2 above; and

[4.3(f) renumbered as 4.3(g) by [PR994464](#) from 01Jan10]

- (g) persons employed in the head office or town office of an employer.

[4.4 inserted by [PR994464](#) from 01Jan10]

- 4.4** This award covers employers which provide group training services for apprentices and trainees engaged in the industry and/or parts of industry set out at clause 4.2 and those apprentices and trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed. This subclause operates subject to the exclusions from coverage in this award.

[4.3 renumbered as 4.5 by [PR994464](#) from 01Jan10]

- 4.5** Where an employer is covered by more than one award, an employee of that employer is covered by the award classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.

NOTE: Where there is no classification for a particular employee in this award it is possible that the employer and that employee are covered by an award with occupational coverage.

5. Access to the award and the National Employment Standards

The employer must ensure that copies of this award and the NES are available to all employees to whom they apply either on a noticeboard which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible.

6. The National Employment Standards and this award

The [NES](#) and this award contain the minimum conditions of employment for employees covered by this award.

7. Individual flexibility arrangements

[Varied by [PR994464](#), [PR542131](#); 7—Award flexibility renamed and substituted by [PR610169](#) ppc 01Nov18]

- 7.1** Despite anything else in this award, an employer and an individual employee may agree to vary the application of the terms of this award relating to any of the following in order to meet the genuine needs of both the employee and the employer:

- (a) arrangements for when work is performed; or
- (b) overtime rates; or
- (c) penalty rates; or

Mining Industry Award 2010

- (d) allowances; or
 - (e) annual leave loading.
- 7.2** An agreement must be one that is genuinely made by the employer and the individual employee without coercion or duress.
- 7.3** An agreement may only be made after the individual employee has commenced employment with the employer.
- 7.4** An employer who wishes to initiate the making of an agreement must:
 - (a) give the employee a written proposal; and
 - (b) if the employer is aware that the employee has, or reasonably should be aware that the employee may have, limited understanding of written English, take reasonable steps (including providing a translation in an appropriate language) to ensure that the employee understands the proposal.
- 7.5** An agreement must result in the employee being better off overall at the time the agreement is made than if the agreement had not been made.
- 7.6** An agreement must do all of the following:
 - (a) state the names of the employer and the employee; and
 - (b) identify the award term, or award terms, the application of which is to be varied; and
 - (c) set out how the application of the award term, or each award term, is varied; and
 - (d) set out how the agreement results in the employee being better off overall at the time the agreement is made than if the agreement had not been made; and
 - (e) state the date the agreement is to start.
- 7.7** An agreement must be:
 - (a) in writing; and
 - (b) signed by the employer and the employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- 7.8** Except as provided in clause 7.7(b), an agreement must not require the approval or consent of a person other than the employer and the employee.
- 7.9** The employer must keep the agreement as a time and wages record and give a copy to the employee.
- 7.10** The employer and the employee must genuinely agree, without duress or coercion to any variation of an award provided for by an agreement.
- 7.11** An agreement may be terminated:

Mining Industry Award 2010

- (a) at any time, by written agreement between the employer and the employee; or
- (b) by the employer or employee giving 13 weeks' written notice to the other party (reduced to 4 weeks if the agreement was entered into before the first full pay period starting on or after 4 December 2013).

Note: If an employer and employee agree to an arrangement that purports to be an individual flexibility arrangement under this award term and the arrangement does not meet a requirement set out in s.144 then the employee or the employer may terminate the arrangement by giving written notice of not more than 28 days (see s.145 of the [Act](#)).

- 7.12** An agreement terminated as mentioned in clause 7.11(b) ceases to have effect at the end of the period of notice required under that clause.
- 7.13** The right to make an agreement under clause 7 is additional to, and does not affect, any other term of this award that provides for an agreement between an employer and an individual employee.

Part 2—Consultation and Dispute Resolution

8. Consultation about major workplace change

[8—Consultation regarding major workplace change renamed and substituted by [PR546288](#), 8—Consultation renamed and substituted by [PR610169](#) ppc 01Nov18]

- 8.1** If an employer makes a definite decision to make major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must:
 - (a) give notice of the changes to all employees who may be affected by them and their representatives (if any); and
 - (b) discuss with affected employees and their representatives (if any):
 - (i) the introduction of the changes; and
 - (ii) their likely effect on employees; and
 - (iii) measures to avoid or reduce the adverse effects of the changes on employees; and
 - (c) commence discussions as soon as practicable after a definite decision has been made.
- 8.2** For the purposes of the discussion under clause 8.1(b), the employer must give in writing to the affected employees and their representatives (if any) all relevant information about the changes including:
 - (a) their nature; and
 - (b) their expected effect on employees; and
 - (c) any other matters likely to affect employees.

- 8.3** Clause 8.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer's interests.
- 8.4** The employer must promptly consider any matters raised by the employees or their representatives about the changes in the course of the discussion under clause 8.1(b).
- 8.5** In clause 8:
significant effects, on employees, includes any of the following:
- (a) termination of employment; or
 - (b) major changes in the composition, operation or size of the employer's workforce or in the skills required; or
 - (c) loss of, or reduction in, job or promotion opportunities; or
 - (d) loss of, or reduction in, job tenure; or
 - (e) alteration of hours of work; or
 - (f) the need for employees to be retrained or transferred to other work or locations; or
 - (g) job restructuring.
- 8.6** Where this award makes provision for alteration of any of the matters defined at clause 8.5, such alteration is taken not to have significant effect.

8A. Consultation about changes to rosters or hours of work

[8A inserted by [PR610169](#) ppc 01Nov18]

- 8A.1** Clause 8A applies if an employer proposes to change the regular roster or ordinary hours of work of an employee, other than an employee whose working hours are irregular, sporadic or unpredictable.
- 8A.2** The employer must consult with any employees affected by the proposed change and their representatives (if any).
- 8A.3** For the purpose of the consultation, the employer must:
- (a) provide to the employees and representatives mentioned in clause 8A.2 information about the proposed change (for example, information about the nature of the change and when it is to begin); and
 - (b) invite the employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.
- 8A.4** The employer must consider any views given under clause 8A.3(b).

8A.5 Clause 8A is to be read in conjunction with any other provisions of this award concerning the scheduling of work or the giving of notice.

9. Dispute resolution

[Varied by [PR994464](#), [PR542131](#); substituted by [PR610169](#) ppc 01Nov18]

9.1 Clause 9 sets out the procedures to be followed if a dispute arises about a matter under this award or in relation to the [NES](#).

9.2 The parties to the dispute must first try to resolve the dispute at the workplace through discussion between the employee or employees concerned and the relevant supervisor.

9.3 If the dispute is not resolved through discussion as mentioned in clause 9.2, the parties to the dispute must then try to resolve it in a timely manner at the workplace through discussion between the employee or employees concerned and more senior levels of management, as appropriate.

9.4 If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 9.2 and 9.3, a party to the dispute may refer it to the Fair Work Commission.

9.5 The parties may agree on the process to be followed by the Fair Work Commission in dealing with the dispute, including mediation, conciliation and consent arbitration.

9.6 If the dispute remains unresolved, the Fair Work Commission may use any method of dispute resolution that it is permitted by the [Act](#) to use and that it considers appropriate for resolving the dispute.

9.7 A party to the dispute may appoint a person, organisation or association to support and/or represent them in any discussion or process under clause 9.

9.8 While procedures are being followed under clause 9 in relation to a dispute:

- (a) work must continue in accordance with this award and the [Act](#); and
- (b) an employee must not unreasonably fail to comply with any direction given by the employer about performing work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

9.9 Clause 9.8 is subject to any applicable work health and safety legislation.

Part 3—Types of Employment and Termination of Employment

10. Types of employment

[Varied by [PR700587](#), [PR700671](#)]

An employee may be engaged on a full-time, part-time or casual basis.

10.1 Full-time employment

A full-time employee is an employee who is engaged to work an average of 38 ordinary hours per week.

10.2 Part-time employment

- (a) A part-time employee is an employee who:
 - (i) is engaged to work an average of fewer than 38 ordinary hours per week; and
 - (ii) receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.
- (b) For each ordinary hour worked, a part-time employee will be paid no less than 1/38th of the minimum weekly rate of pay for the relevant classification in clause 13—Classifications and minimum wage rates.
- (c) An employer must inform a part-time employee of the ordinary hours of work and starting and finishing times. All time worked in excess of these hours will be paid at the appropriate overtime rate.

10.3 Casual employment

- (a) A casual employee is one engaged and paid as such. A casual employee's ordinary hours of work are the lesser of an average of 38 hours per week or the hours required to be worked by the employer.
- (b) For each hour worked, a casual employee will be paid no less than 1/38th of the minimum weekly rate of pay for their classification in clause 13—Classifications and minimum wage rates, plus a casual loading of 25%. The loading constitutes part of the casual employee's all purpose rate.
- (c) The casual loading is paid instead of annual leave, personal/carer's leave, notice of termination, redundancy benefits and the other attributes of full-time or part-time employment.

[10.3(d) inserted by [PR700671](#) ppc 01Oct18]

- (d) A casual employee must be engaged and paid for at least 2 consecutive hours of work on each occasion they are required to attend work.

10.4 Right to request casual conversion

[New 10.4 inserted by [PR700587](#) ppc 01Oct18]

- (a) A person engaged by a particular employer as a regular casual employee may request that their employment be converted to full-time or part-time employment.
- (b) A **regular casual employee** is a casual employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which,

Mining Industry Award 2010

without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee under the provisions of this award.

- (c) A regular casual employee who has worked equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to full-time employment.
- (d) A regular casual employee who has worked less than equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.
- (e) Any request under this subclause must be in writing and provided to the employer.
- (f) Where a regular casual employee seeks to convert to full-time or part-time employment, the employer may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.
- (g) Reasonable grounds for refusal include that:
 - (i) it would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full-time or part-time employee in accordance with the provisions of this award – that is, the casual employee is not truly a regular casual employee as defined in paragraph (b);
 - (ii) it is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 12 months;
 - (iii) it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months; or
 - (iv) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.
- (h) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
- (i) Where the employer refuses a regular casual employee's request to convert, the employer must provide the casual employee with the employer's reasons for refusal in writing within 21 days of the request being made. If the employee does not accept the employer's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 9. Under that procedure, the employee or the employer may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.
- (j) Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in this clause, the employer and employee must discuss and record in writing:

Mining Industry Award 2010

- (i) the form of employment to which the employee will convert – that is, full-time or part-time employment; and
 - (ii) if it is agreed that the employee will become a part-time employee, the matters referred to in clause 10.2(c).
- (k) The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
 - (l) Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of the employer.
 - (m) A casual employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under this clause.
 - (n) Nothing in this clause obliges a regular casual employee to convert to full-time or part-time employment, nor permits an employer to require a regular casual employee to so convert.
 - (o) Nothing in this clause requires an employer to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.
 - (p) An employer must provide a casual employee, whether a regular casual employee or not, with a copy of the provisions of this subclause within the first 12 months of the employee's first engagement to perform work. In respect of casual employees already employed as at 1 October 2018, an employer must provide such employees with a copy of the provisions of this subclause by 1 January 2019.
 - (q) A casual employee's right to request to convert is not affected if the employer fails to comply with the notice requirements in paragraph (p).

10.5 Probation period

[10.4 renumbered as 10.5 by [PR700587](#) ppc 01Oct18]

An employer may initially engage a full-time or part-time employee for a period of probationary employment for the purpose of determining the employee's suitability for ongoing employment. The employee must be advised in advance that the employment is probationary and of the duration of the probation which is to be either:

- (a) three months or less; or
- (b) more than three months and is reasonable, having regard to the nature and circumstances of the employment.

11. Termination of employment

[11 substituted by [PR610169](#) ppc 01Nov18]

Note: The [NES](#) sets out requirements for notice of termination by an employer. See ss.117 and 123 of the [Act](#).

11.1 Notice of termination by an employee

- (a) This clause applies to all employees except those identified in ss.123(1) and 123(3) of the [Act](#).
- (b) An employee must give the employer notice of termination in accordance with **Table 1—Period of notice** of at least the period specified in column 2 according to the period of continuous service of the employee specified in column 1.

Table 1—Period of notice

Column 1 Employee's period of continuous service with the employer at the end of the day the notice is given	Column 2 Period of notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

Note: The notice of termination required to be given by an employee is the same as that required of an employer except that the employee does not have to give additional notice based on the age of the employee.

- (c) In paragraph (b) **continuous service** has the same meaning as in s.117 of the [Act](#).
- (d) If an employee who is at least 18 years old does not give the period of notice required under paragraph (b), then the employer may deduct from wages due to the employee under this award an amount that is no more than one week's wages for the employee.
- (e) If the employer has agreed to a shorter period of notice than that required under paragraph (b), then no deduction can be made under paragraph (d).
- (f) Any deduction made under paragraph (d) must not be unreasonable in the circumstances.

11.2 Job search entitlement

Where an employer has given notice of termination to an employee, the employee must be allowed time off without loss of pay of up to one day for the purpose of seeking other employment.

- 11.3 The time off under clause 11.2 is to be taken at times that are convenient to the employee after consultation with the employer.

12. Redundancy

[Varied by [PR994464](#), [PR503613](#), [PR561478](#); substituted by [PR706987](#) ppc 03May19]

NOTE: Redundancy pay is provided for in the [NES](#). See sections 119–123 of the [Act](#).

12.1 Transfer to lower paid duties on redundancy

- (a) Clause 12.1 applies if, because of redundancy, an employee is transferred to new duties to which a lower ordinary rate of pay applies.
- (b) The employer may:
 - (i) give the employee notice of the transfer of at least the same length as the employee would be entitled to under section 117 of the [Act](#) as if it were a notice of termination given by the employer; or
 - (ii) transfer the employee to the new duties without giving notice of transfer or before the expiry of a notice of transfer, provided that the employer pays the employee as set out in paragraph (c).
- (c) If the employer acts as mentioned in paragraph (b)(ii), the employee is entitled to a payment of an amount equal to the difference between the ordinary rate of pay of the employee (inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) for the hours of work the employee would have worked in the first role, and the ordinary rate of pay (also inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) of the employee in the second role for the period for which notice was not given.

12.2 Employee leaving during redundancy notice period

- (a) An employee given notice of termination in circumstances of redundancy may terminate their employment during the minimum period of notice prescribed by section 117(3) of the [Act](#).
- (b) The employee is entitled to receive the benefits and payments they would have received under clause 12 or under sections 119–123 of the [Act](#) had they remained in employment until the expiry of the notice.
- (c) However, the employee is not entitled to be paid for any part of the period of notice remaining after the employee ceased to be employed.

12.3 Job search entitlement

- (a) Where an employer has given notice of termination to an employee in circumstances of redundancy, the employee must be allowed time off without loss of pay of up to one day each week of the minimum period of notice prescribed by section 117(3) of the [Act](#) for the purpose of seeking other employment.

Mining Industry Award 2010

- (b) If an employee is allowed time off without loss of pay of more than one day under paragraph (a), the employee must, at the request of the employer, produce proof of attendance at an interview.
- (c) A statutory declaration is sufficient for the purpose of paragraph (b).
- (d) An employee who fails to produce proof when required under paragraph (b) is not entitled to be paid for the time off.
- (e) This entitlement applies instead of clauses 11.2 and 11.3.

12.5 Transitional provisions – NAPSA employees

[12.5 substituted by [PR994464](#); renamed by [PR503613](#); deleted by [PR561478](#) ppc 05Mar15]

12.6 Transitional provisions – Division 2B State employees

[12.6 inserted by [PR503613](#); deleted by [PR561478](#) ppc 05Mar15]

Part 4—Minimum Wages and Related Matters

13. Classifications and minimum wage rates

[Varied by [PR994464](#), [PR997891](#), [PR509042](#), [PR522873](#), [PR536676](#), [PR544267](#), [PR549882](#), [PR551599](#), [PR559288](#), [PR566678](#), [PR579762](#), [PR592106](#), [PR593807](#), [PR606335](#); [PR707421](#)]

13.1 Adult employees

[13.1(a) varied by [PR997891](#), [PR509042](#), [PR522873](#), [PR536676](#), [PR551599](#), [PR566678](#), [PR579762](#), [PR592106](#), [PR606335](#), [PR707421](#) ppc 01Jul19]

- (a) A full-time adult employee must be paid a minimum weekly rate for their classification as set out in the table below:

Level	Classification	Minimum weekly rate
		\$
Entry Level	Introductory	768.00
Level 1	Basic	805.90
Level 2	Intermediate	837.00
Level 3	Competent	862.50
Level 4	Advanced	920.20
Level 5	Advanced specialist	980.00
Level 6	Dual Trade	1028.00
Level 7	Dual Trade Instrumentation	1069.80

- (b) The classification structure and descriptors for the above classifications are contained in Schedule B—Classification and Structure.

13.2 Junior employees

Where the law permits junior employees to perform work in the mining industry, the junior employee will be entitled to the percentage of the applicable adult weekly

Mining Industry Award 2010

wage (in the case of part-time or casual employees the hourly rate) for their classification as set out in the table below:

Age	% of adult rate
16 years or less	75
At 17 years	85
At 18 years	100

13.3 School-based apprentices

Arrangements for school-based apprentices are set out in Schedule C.

13.4 Apprentices and trainees

[13.4(a) varied by [PR994464](#) from 01Jan10; substituted by [PR593807](#) ppc 01Jul17]

(a) The terms of this award apply to apprentices and trainees, subject to the provisions of an applicable contract of apprenticeship or training agreement operating under federal, State or Territory apprenticeship or training legislation.

(b) National training wage

[13.4(b) varied by [PR994464](#) from 10Jan10; substituted by [PR593807](#) ppc 01Jul17]

(i) Schedule E to the *Miscellaneous Award 2010* sets out minimum wage rates and conditions for employees undertaking traineeships.

[13.4(b)(ii) varied by [PR606335](#), [PR707421](#) ppc 01Jul19]

(ii) This award incorporates the terms of Schedule E to the *Miscellaneous Award 2010* as at 1 July 2019. Provided that any reference to “this award” in Schedule E to the *Miscellaneous Award 2010* is to be read as referring to the *Mining Industry Award 2010* and not the *Miscellaneous Award 2010*.

[13.4(c) varied by [PR994464](#); substituted by [PR544267](#), [PR549882](#) ppc 01Jan14]

(c) Apprentices who commenced before 1 January 2014 will be entitled to the percentage of the applicable adult weekly wage for their classification as set out in the table below.

Year of apprenticeship	% of adult rate
1st year	45
2nd year	55
3rd year	75
4th year	88

Mining Industry Award 2010

[13.4(d) inserted by [PR544267](#); substituted by [PR566678](#) ppc 01Jul15]

- (d) Apprentices who commenced their apprenticeship on or after 1 January 2014 will be entitled to the following minimum percentage of the Level 3 rate for their classification:

Year of apprenticeship	% of Level 3 rate for apprentices who have not completed year 12	% of Level 3 rate for apprentices who have completed year 12
1st year	50	55
2nd year	60	65
3rd year	75	75
4th year	88	88

13.5 Adult apprentices

[New 13.5 inserted by [PR544267](#) ppc 01Jan14]

- (a) Adult apprentices who commenced on or after 1 January 2014 and are in the first year of their apprenticeship will be entitled to 80% of the Level 3 rate in clause 13.1, or the rate prescribed by clause 13.4(d) for the relevant year of the apprenticeship, whichever is the greater.
- (b) Adult apprentices who commenced on or after 1 January 2014 and are in the second and subsequent years of their apprenticeship will be entitled to the lowest adult classification in clause 13.1 or the rate prescribed by clause 13.4(d) for the relevant year of the apprenticeship, whichever is the greater.
- (c) A person employed by an employer under this award immediately prior to entering into a training agreement as an adult apprentice with that employer must not suffer a reduction in their minimum wage by virtue of entering into the training agreement, provided that the person has been an employee in that enterprise for at least six months as a full-time employee or twelve months as a part-time or regular and systematic casual employee immediately prior to commencing the apprenticeship. For the purpose only of fixing a minimum wage, the adult apprentice must continue to receive the minimum wage that applies to the classification specified in clause 13.1 in which the adult apprentice was engaged immediately prior to entering into the training agreement.

13.6 Apprentice conditions of employment

[New 13.6 inserted by [PR559288](#) ppc 01Jan15]

- (a) Where an apprentice is required to attend block release training for training identified in or associated with their training contract, and such training requires an overnight stay, the employer must pay for the excess reasonable travel costs incurred by the apprentice in the course of travelling to and from such training. Provided that this clause will not apply where the apprentice could attend an alternative Registered Training Organisation (RTO) and the use of the more distant RTO is not agreed between the employer and the apprentice.

Mining Industry Award 2010

- (b) For the purposes of clause 13.6(a) above, excess reasonable travel costs include the total costs of reasonable transportation (including transportation of tools where required), accommodation costs incurred while travelling (where necessary) and reasonable expenses incurred while travelling, including meals, which exceed those incurred in travelling to and from work. For the purposes of this subclause, excess travel costs do not include payment for travelling time or expenses incurred while not travelling to and from block release training.
- (c) The amount payable by an employer under clause 13.6(a) may be reduced by an amount the apprentice is eligible to receive for travel costs to attend block release training under a Government apprentice assistance scheme. This will only apply if an apprentice has either received such assistance or their employer has advised them in writing of the availability of such assistance.
- (d) All training fees charged by an RTO for prescribed courses and the cost of all prescribed textbooks (excluding those textbooks which are available in the employer's technical library) for the apprenticeship, which are paid by an apprentice, shall be reimbursed by the employer within six months of the commencement of the apprenticeship or the relevant stage of the apprenticeship, or within three months of the commencement of the training provided by the RTO, whichever is the later, unless there is unsatisfactory progress.
- (e) An employer may meet its obligations under clause 13.6(d) by paying any fees and/or cost of textbooks directly to the RTO.
- (f) An apprentice is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.
- (g) Time spent by an apprentice in attending any training and/or assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the apprentice's wages and determining the apprentice's employment conditions. This subclause operates subject to the provisions of Schedule C—School-based Apprentices.
- (h) No apprentice will, except in an emergency, work or be required to work overtime or shiftwork at times which would prevent their attendance at training consistent with their training contract.

13.7 Supported wage system

[13.5 renumbered as 13.6 by [PR544267](#); 13.6 renumbered as 13.7 by [PR559288](#) ppc 01Jan15]

See Schedule E

14. Allowances

To view the current monetary amounts of work-related allowances refer to the [Allowances Sheet](#).

[Varied by [PR994464](#), [PR998105](#), [PR503613](#), [PR509164](#), [PR522994](#), [PR536797](#), [PR551720](#), [PR561478](#), [PR566819](#), [PR579515](#), [PR592269](#), [PR704173](#), [PR707616](#)]

14.1 Allowances are all purpose allowances only if expressly stated in this clause. Where an employee is paid by the hour, the allowance will be 1/38th of the weekly allowance.

14.2 Allowances for responsibilities or skills that are not taken into account in rates of pay

(a) Leading hand

A leading hand must be paid a weekly allowance of:

In charge of	% of standard rate
3–10 employees	4.40
11–20 employees	5.60
More than 20 employees	7.53

(b) First aid allowance

An employee who holds first aid qualifications from St John Ambulance or an equivalent body, and who is appointed by the employer to participate in the emergency response team or otherwise to perform first aid duty, will be paid a first aid payment of 2% of the [standard rate](#) per week.

(c) Licence allowance—electricians

An employee who is required by their employer to hold an Electrical Technicians licence (or equivalent) will be paid an all purpose allowance of 4.55% of the [standard rate](#) per week.

(d) Rail allowance

Employees who are assessed as being mainline competent and appointed by their employer as Locomotive Drivers and required to operate on the mainline will receive a rail allowance of 30% of the ordinary hourly base rate of pay specified in this award.

14.3 Allowances for disabilities associated with the performance of particular tasks or work in particular conditions or locations

(a) Industry allowance

(i) Employees will be paid an all purpose industry allowance of 3.7% of the [standard rate](#) per week.

(ii) The industry allowance recognises and is in payment for all aspects of work in the industry, including but not limited to the location and nature of mining operations, clothing, dirt, wet, height, fumes, heat, cold,

confined space, and all other disabilities not expressly dealt with under this clause.

(b) District allowances

[14.3(b) varied by [PR994464](#); deleted by [PR561478](#) ppc 05Mar15]

(b) Underground allowance

[14.3(c) renumbered as 14.3(b) by [PR561478](#) ppc 05Mar15]

Employees, other than employees classified as underground miners, whilst required by their employer to work underground will be paid an allowance of 7% per hour calculated by reference to the [standard rate](#).

(c) Drilling, prospecting and exploration allowances

[14.3(d) renumbered as 14.3(c) by [PR561478](#) ppc 05Mar15]

The following allowances apply only to employees who are required to perform drilling, prospecting and exploration duties.

(i) Employees who are required to camp at remote locations (including remote from a mine site) and reasonable transport to and from their home is not provided by their employer, will be paid an allowance as follows:

- 3.39% of the [standard rate](#) per day, where meals are not provided by the employer; and
- 1.87% of the [standard rate](#) per day where meals are provided by the employer.

However, the allowance is not required to be paid where accommodation and meals are provided by the employer, or where the employer pays for, or reimburses the employee for, fares to return to and from home each weekend, or where the employee is engaged on a regular commute arrangement as part of a mining operation.

(ii) Employees who are classified as cooks and cooks assistants will be paid an all purpose allowance of 1.07% of the [standard rate](#) per week, whilst they are required by their employer to work broken shifts.

(iii) Employees who are required by their employer to transfer from one place of employment to another place of employment or work away from their usual place of employment for a temporary period will be reimbursed for the cost of transport. Travelling time of up to eight hours will be paid at their ordinary hourly rate (provided that no reimbursement will be required to be made if the employer provides transport).

14.4 Reimbursement and expense related allowances

(a) Meal allowance for overtime work

[14.4(a) varied by [PR998105](#), [PR509164](#), [PR522994](#), [PR536797](#), [PR551720](#), [PR566819](#), [PR579515](#), [PR592269](#), [PR704173](#), [PR707616](#) ppc 01Jul19]

An employee will be paid a meal allowance of \$16.93 on each occasion that the employee is entitled to a rest break during overtime work, provided that an allowance is not required to be paid if the employer provides a meal or meal-making facilities or if the employee was notified no later than the previous day or shift that the employee would be required to work the overtime.

(b) Tool allowance

[14.4(b) varied by [PR998105](#), [PR579515](#), [PR592269](#) ppc 01Jul17]

An employee who is required by the employer to supply and maintain tools ordinarily required in the performance of work will be paid an allowance of \$15.25 per week.

14.5 Method of adjusting expense related allowances

[14.5 substituted by [PR994464](#) from 01Jan10]

- (a) At the time of any adjustment to the [standard rate](#), each expense related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.

[14.5(b) varied by [PR522994](#) ppc 01Jul12]

- (b) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

Allowance	Applicable Consumer Price Index figure
Meal allowance	Take away and fast foods sub-group
Tool allowance	Tools and equipment for house and garden component of the household appliances, utensils and tools sub-group

14.6 Accident pay

[14.6 varied by [PR994464](#), [PR503613](#); deleted by [PR561478](#) ppc 05Mar15]

15. Payment of wages

[Varied by [PR610044](#)]

- 15.1 The employer will pay the employees wages, penalties and allowances at a frequency of not longer than monthly by electronic funds transfer into the employee's bank (or other recognised financial institution) nominated by the employee.

15.2 An employer may deduct from any amount required to be paid to an employee under this clause the amount of any overpayment of wages or allowances.

15.3 Payment on termination of employment

[15.3 inserted by [PR610044](#) ppc 01Nov18]

- (a) The employer must pay an employee no later than 7 days after the day on which the employee's employment terminates:
 - (i) the employee's wages under this award for any complete or incomplete pay period up to the end of the day of termination; and
 - (ii) all other amounts that are due to the employee under this award and the [NES](#).
- (b) The requirement to pay wages and other amounts under paragraph (a) is subject to further order of the Commission and the employer making deductions authorised by this award or the [Act](#).

Note 1: Section 117(2) of the [Act](#) provides that an employer must not terminate an employee's employment unless the employer has given the employee the required minimum period of notice or "has paid" to the employee payment instead of giving notice.

Note 2: Paragraph (b) allows the Commission to make an order delaying the requirement to make a payment under this clause. For example, the Commission could make an order delaying the requirement to pay redundancy pay if an employer makes an application under s.120 of the [Act](#) for the Commission to reduce the amount of redundancy pay an employee is entitled to under the [NES](#).

Note 3: State and Territory long service leave laws or long service leave entitlements under s.113 of the [Act](#), may require an employer to pay an employee for accrued long service leave on the day on which the employee's employment terminates or shortly after.

16. Superannuation

[New 16 inserted by [PR545968](#) ppc 01Jan14]

16.1 Superannuation contributions for defined benefit members

An employer is permitted to make superannuation contributions to a superannuation fund or scheme in relation to a default fund employee who is a defined benefit member of the fund or scheme.

Part 5—Hours of Work and Related Matters

17. Annualised salaries

[Varied by [PR992071](#) from 01Jan10; 16 renumbered as 17 by [PR545968](#) ppc 01Jan14]

17.1 Annual salary instead of award provisions

- (a) An employer may pay an employee an annual salary in satisfaction of any or all of the following provisions of the award:

clause 13—Classifications and minimum wage rates;

clause 14—Allowances;

clause 20—Overtime and penalty rates; and

clause 23.4—Payment for annual leave.

- (b) Where an annual salary is paid the employer must advise the employee in writing of the annual salary that is payable and which of the provisions of this award will be satisfied by payment of the annual salary.

17.2 Annual salary not to disadvantage employees

- (a) The annual salary must be no less than the amount the employee would have received under this award for the work performed over the year for which the salary is paid (or if the employment ceases earlier over such lesser period as has been worked).

- (b) The annual salary of the employee must be reviewed by the employer at least annually to ensure that the compensation is appropriate having regard to the award provisions which are satisfied by the payment of the annual salary.

17.3 Base rate of pay for employees on annual salary arrangements

For the purposes of the NES, the base rate of pay of an employee receiving an annual salary under this clause comprises the portion of the annual salary equivalent to the relevant rate of pay in clause 13—Classifications and minimum wage rates and excludes any incentive-based payments, bonuses, loadings, monetary allowances, overtime and penalties.

18. Ordinary hours of work

[Varied by [PR992071](#) from 01Jan10; 17 renumbered as 18 by [PR545968](#) ppc 01Jan14]

- 18.1 A full-time employee's ordinary hours of work will be an average of 38 hours per week. The ordinary hours of part-time and casual employees will be in accordance with clause 10—Types of employment.

18.2 Employees other than shiftworkers

- (a) Subject to clause 18.2(c) employees, other than shiftworkers, may be required to work up to 10 ordinary hours per day, between the hours of 6.00 am and 6.00 pm, Monday to Sunday.
- (b) An employer may agree with a majority of affected employees to alter the spread of hours in clause 18.2(a) and/or to increase the ordinary hours per day to a maximum of 12.
- (c) Where employees were required to work 12 hour shifts under roster and working hours arrangements which were in place before 1 January 2010 those arrangements may continue to operate in respect to both existing employees and new employees.

18.3 Shiftworkers

- (a) Subject to clause 18.3(c) shiftworkers may be required to work a shift of up to 10 consecutive ordinary hours (including meal breaks). Shiftwork may be worked on any or all days of the week.
- (b) An employer may agree with a majority of affected employees to alter the spread of hours in clause 18.3(a) and/or to increase the ordinary hours per day to a maximum of 12.
- (c) Where employees were required to work 12 hour shifts under roster and working hours arrangements which were in place before 1 January 2010 those arrangements may continue to operate in respect to both existing employees and new employees.

18.4 Special arrangements for cycle work

Notwithstanding any other provision of this award, the following arrangements apply to employees who are required to undertake a work cycle:

- (a) Employees may be engaged to work on a work cycle made up of working and non-working days. The total ordinary hours of work during a work cycle must not exceed 38 hours multiplied by the total number of working (on-duty period) and non-working (off-duty period) days in the cycle divided by seven.
- (b) The on-duty period commences at the time the employee reports to the point designated by the employer for commencement of work at the workplace. The off-duty period commences at the conclusion of the employee's last rostered shift.

19. Maximum weekly hours

[Varied by [PR992071](#); 18 renumbered as 19 by [PR545968](#) ppc 01Jan14]

- 19.1** This clause of the award provides industry specific detail and supplements the NES which deals with maximum weekly hours.

19.2 For the purposes of the NES an employee's weekly hours may be averaged over a period of up to 26 weeks.

20. Overtime and penalty rates

[Varied by [PR992071](#), [PR994464](#); 19 renumbered as 20 by [PR545968](#) ppc 01Jan14; varied by [PR585478](#)]

20.1 Overtime payments—employees other than continuous shiftworkers

- (a) Except where provided otherwise in this clause, an employee (other than a continuous shiftworker) will be paid the following additional payments for all work done in addition to their ordinary hours:
 - (i) 50% of the ordinary hourly base rate of pay for the first three hours and 100% of ordinary hourly base rate of pay thereafter, for overtime worked from Monday until noon Saturday;
 - (ii) 100% of the ordinary hourly base rate of pay for overtime worked after noon on a Saturday or at any time on a Sunday; and
 - (iii) 150% of the ordinary hourly base rate of pay for overtime worked on a public holiday.
- (b) An employee recalled to work overtime after leaving the employer's premises (whether notified before or after leaving the premises) will be engaged to work for a minimum of four hours or will be paid for a minimum of four hours' work in circumstances where the employee is engaged for a lesser period.

20.2 Overtime—continuous shiftworkers

A continuous shiftworker will be paid an additional payment for all work done in addition to ordinary hours of 100% of the ordinary hourly base rate of pay.

20.3 Method of calculation

- (a) When computing overtime payments, each day or shift worked will stand alone.
- (b) Any payments under this clause are in substitution of any other loadings or penalty rates.

20.4 Time off instead of payment for overtime

[20.4 substituted by [PR585478](#) ppc 16Sep16]

- (a) An employee and employer may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.
- (b) Any amount of overtime that has been worked by an employee in a particular pay period and that is to be taken as time off instead of the employee being paid for it must be the subject of a separate agreement under clause 20.4.
- (c) An agreement must state each of the following:

Mining Industry Award 2010

- (i) the number of overtime hours to which it applies and when those hours were worked;
- (ii) that the employer and employee agree that the employee may take time off instead of being paid for the overtime;
- (iii) that, if the employee requests at any time, the employer must pay the employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;
- (iv) that any payment mentioned in subparagraph (iii) must be made in the next pay period following the request.

Note: An example of the type of agreement required by this clause is set out at Schedule I. There is no requirement to use the form of agreement set out at Schedule I. An agreement under clause 20.4 can also be made by an exchange of emails between the employee and employer, or by other electronic means.

- (d) The period of time off that an employee is entitled to take is the same as the number of overtime hours worked.

EXAMPLE: By making an agreement under clause 20.4 an employee who worked 2 overtime hours is entitled to 2 hours' time off.

- (e) Time off must be taken:
 - (i) within the period of 6 months after the overtime is worked; and
 - (ii) at a time or times within that period of 6 months agreed by the employee and employer.
- (f) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 20.4 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
- (g) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in paragraph (e), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.
- (h) The employer must keep a copy of any agreement under clause 20.4 as an employee record.
- (i) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.
- (j) An employee may, under section 65 of the Act, request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 20.4 will apply,

Mining Industry Award 2010

including the requirement for separate written agreements under paragraph (b) for overtime that has been worked.

Note: If an employee makes a request under section 65 of the Act for a change in working arrangements, the employer may only refuse that request on reasonable business grounds (see section 65(5) of the Act).

- (k) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 20.4 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

Note: Under section 345(1) of the Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 20.4.

20.5 Shiftwork penalties

- (a) A shiftworker or continuous shiftworker whilst on afternoon shift or night shift must be paid a loading of 15% of the ordinary hourly base rate of pay.
- (b) A shiftworker or continuous shiftworker whilst on permanent night shift must be paid a loading of 30% of the ordinary hourly base rate of pay.

20.6 Weekend work

An employee will be paid the following loadings for ordinary hours worked on a Saturday or Sunday:

- (a) 50% of the ordinary hourly base rate of pay for the first three hours and 100% of ordinary hourly base rate of pay thereafter, for ordinary hours worked before noon on a Saturday; and
- (b) 100% of the ordinary hourly base rate of pay, for hours worked after noon on a Saturday or at any time on a Sunday.

20.7 Public holidays

An employee will be paid a loading of 150% of the ordinary hourly base rate of pay, for any ordinary hours worked on a public holiday.

21. Rostering

[Varied by [PR992071](#); 20 renumbered as 21 by [PR545968](#) ppc 01Jan14]

- 21.1 An employer may vary an employee's days of work or start and finish times to meet the needs of the business by giving at least 48 hours' notice, or such shorter period as is agreed between the employer and an individual employee.
- 21.2 Where an employee is performing shiftwork, the employer may change shift rosters or require an employee to work a different shift roster upon 48 hours' notice. These time periods may be reduced where agreed by the employer and the employee or at the direction of the employer where operational circumstances require.

21.3 The employer must consult with directly affected employees about any changes made under this clause.

21.4 Emergency arrangements

Notwithstanding anything elsewhere contained in this clause, an employer may vary or suspend any roster arrangement immediately in the case of an emergency.

22. Breaks

[Varied by [PR992071](#); 21 renumbered as 22 by [PR545968](#) ppc 01Jan14]

22.1 Meal breaks and rest breaks

- (a) An employee, other than a shiftworker, is entitled to an unpaid meal break of not less than 30 minutes after every five hours worked.
- (b) A shiftworker working 10 hours or less will be entitled to a paid meal break of 20 minutes per shift.
- (c) A shiftworker working for longer than 10 hours will be entitled to paid meal breaks totalling 40 minutes per shift.
- (d) Breaks will be scheduled by the employee's supervisor based upon operational requirements so as to ensure continuity of operations. The employer will not require an employee to work more than five hours before the first meal is taken or between subsequent meal breaks if any.

22.2 Rest breaks during overtime

- (a) An employee may take a paid rest break of 20 minutes after each four hours of overtime worked, if the employee is required to continue work after the rest break.
- (b) The employer and an employee may agree to any variation of this clause to meet the circumstances of the workplace, provided that the employer is not required to make any payment in excess of or less than what would otherwise be required under this clause.

22.3 Minimum break between work on successive day or shifts

- (a) **Employees other than shiftworkers**
 - (i) When overtime work is necessary it must, wherever reasonably practicable, be arranged so that employees have at least 10 consecutive hours off work between work on successive working days.
 - (ii) An employee (other than a casual employee) who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day that the employee has not had at least 10 consecutive hours off work between those times must be released after completion of the overtime until the employee has had

Mining Industry Award 2010

10 consecutive hours off work without loss of pay for ordinary working time occurring during such absence.

- (iii) If on the instructions of the employer an employee resumes or continues work without having had the 10 consecutive hours off work, the employee must be paid at the relevant overtime rate until released from work for such period. The employee is then entitled to be absent until they have had 10 consecutive hours off work without loss of pay for ordinary working time occurring during the absence.

(b) Shiftworkers

For shiftworkers, the required period of consecutive hours off work is eight hours. Other arrangements are as per clauses 22.3(a)(i) to 22.3(a)(iii) above.

22A. Requests for flexible working arrangements

[22A inserted by [PR701403](#) ppc 01Dec18]

22A.1 Employee may request change in working arrangements

Clause 22A applies where an employee has made a request for a change in working arrangements under s.65 of the [Act](#).

Note 1: Section 65 of the [Act](#) provides for certain employees to request a change in their working arrangements because of their circumstances, as set out in s.65(1A).

Note 2: An employer may only refuse a s.65 request for a change in working arrangements on 'reasonable business grounds' (see s.65(5) and (5A)).

Note 3: Clause 22A is an addition to s.65.

22A.2 Responding to the request

Before responding to a request made under s.65, the employer must discuss the request with the employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the employee's circumstances having regard to:

- (a) the needs of the employee arising from their circumstances;
- (b) the consequences for the employee if changes in working arrangements are not made; and
- (c) any reasonable business grounds for refusing the request.

Note 1: The employer must give the employee a written response to an employee's s.65 request within 21 days, stating whether the employer grants or refuses the request (s.65(4)).

Note 2: If the employer refuses the request, the written response must include details of the reasons for the refusal (s.65(6)).

22A.3 What the written response must include if the employer refuses the request

Clause 22A.3 applies if the employer refuses the request and has not reached an agreement with the employee under clause 22A.2.

- (a) The written response under s.65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.
- (b) If the employer and employee could not agree on a change in working arrangements under clause 22A.2, the written response under s.65(4) must:
 - (i) state whether or not there are any changes in working arrangements that the employer can offer the employee so as to better accommodate the employee's circumstances; and
 - (ii) if the employer can offer the employee such changes in working arrangements, set out those changes in working arrangements.

22A.4 What the written response must include if a different change in working arrangements is agreed

If the employer and the employee reached an agreement under clause 22A.2 on a change in working arrangements that differs from that initially requested by the employee, the employer must provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.

22A.5 Dispute resolution

Disputes about whether the employer has discussed the request with the employee and responded to the request in the way required by clause 22A, can be dealt with under clause 9—Dispute resolution.

Part 6—Leave and Public Holidays

23. Annual leave

[Varied by [PR992071](#), [PR994464](#), [PR583034](#); 22 renumbered as 23 by [PR545968](#) ppc 01Jan14; varied by [PR583034](#)]

23.1 This clause of the award supplements the provisions of the NES which deal with annual leave. Annual leave does not apply to casual employees.

23.2 For the purposes of the provisions of the NES which deal with annual leave, shiftworker means a continuous shiftworker.

23.3 Arrangements for taking leave

- (a) Where an employee works in a remote location or on cycle work made up of working days and non-working days, a period of paid annual leave includes working and non-working days during the period.

Mining Industry Award 2010

- (b) Where an employee works in a remote location or on cycle work made up of working days (on-duty period) and non-working days (off-duty period), an employer may reasonably require that:
- (i) any period or periods of annual leave taken by the employee must be a multiple of the on-duty period and/or off-duty period under the employee's work cycle roster; or
 - (ii) the employee take annual leave in accordance with the roster cycle.

23.4 Payment for annual leave

The amount to be paid to an employee prior to going on leave must be worked out on the basis of the greater of:

- (a) the amount the employee would have been paid for working ordinary hours during the period of annual leave, including loadings, penalties and allowances paid for all purposes (but excluding payments in respect of overtime, or any other payment which might have been payable to the employee as a reimbursement for expenses incurred); or
- (b) the employee's minimum rate of pay for ordinary hours under clause 13—Classifications and minimum wage rates of this award plus an annual leave loading of 17.5%.

[22.5—Annual leave loading heading deleted by [PR994464](#) from 01Jan10]

23.5 Electronic funds transfer (EFT) payment of annual leave

[New 23.5 inserted by [PR583034](#) ppc 29Jul16]

Despite anything else in this clause, an employee paid by electronic funds transfer (EFT) may be paid in accordance with their usual pay cycle while on paid annual leave. The amount to be paid must be worked out in accordance with clause 23.4.

23.6 Taking of annual leave during shut downs

[22.6 renumbered as 22.5 by [PR994464](#) from 01Jan10; 23.5 renumbered as 23.6 by [PR583034](#) ppc 29Jul16]

An employer may direct an employee to take paid annual leave during all or part of a period where the employer shuts down the business or part of the business where the employee works. If an employee does not have sufficient accrued annual leave for the period of the shut down, then the employee may be required to take leave without pay.

23.7 Excessive leave accruals: general provision

[22.7 renumbered as 22.6 by [PR994464](#) from 01Jan10; 23.6 renumbered as 23.7 by [PR583034](#) ppc 29Jul16; 23.7 renamed and substituted by [PR583034](#) ppc 29Jul16]

Note: Clauses 23.7 to 23.9 contain provisions, additional to the National Employment Standards, about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the Fair Work Act.

- (a) An employee has an **excessive leave accrual** if the employee has accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for a shiftworker, as defined by clause 3.1).
- (b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) Clause 23.8 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 23.9 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

23.8 Excessive leave accruals: direction by employer that leave be taken

[New 23.8 inserted by [PR583034](#) ppc 29Jul16]

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 23.7(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under paragraph (a):
 - (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 23.7, 23.8 or 23.9 or otherwise agreed by the employer and employee) are taken into account; and
 - (ii) must not require the employee to take any period of paid annual leave of less than one week; and
 - (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
 - (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.
- (c) The employee must take paid annual leave in accordance with a direction under paragraph (a) that is in effect.
- (d) An employee to whom a direction has been given under paragraph (a) may request to take a period of paid annual leave as if the direction had not been given.

Note 1: Paid annual leave arising from a request mentioned in paragraph (d) may result in the direction ceasing to have effect. See clause 23.8(b)(i).

Note 2: Under section 88(2) of the Fair Work Act, the employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

23.9 Excessive leave accruals: request by employee for leave

[New 23.9 inserted by [PR583034](#); substituted by [PR583034](#) ppc 29Jul17]

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 23.7(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (b) However, an employee may only give a notice to the employer under paragraph (a) if:
 - (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
 - (ii) the employee has not been given a direction under clause 23.8(a) that, when any other paid annual leave arrangements (whether made under clause 23.7, 23.8 or 23.9 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (c) A notice given by an employee under paragraph (a) must not:
 - (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 23.7, 23.8 or 23.9 or otherwise agreed by the employer and employee) are taken into account; or
 - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
 - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
 - (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- (d) An employee is not entitled to request by a notice under paragraph (a) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker, as defined by clause 3.1) in any period of 12 months.
- (e) The employer must grant paid annual leave requested by a notice under paragraph (a).

[22.8 renumbered as 22.7 by [PR994464](#) from 01Jan10]

23.10 Taking of annual leave over an extended period

[23.7 renumbered as 23.8 by [PR583034](#) ppc 29Jul16; 23.8 renumbered as 23.10 by [PR583034](#) ppc 29Jul16]

An employer and employee may agree that the employee can take a period of paid leave over a longer period. Where this occurs, the payment for the leave will be reduced in proportion to the period of extension. For example, it may be agreed that the leave period is doubled and taken on half pay.

23.11 Annual leave in advance

[22.9 renumbered as 22.8 by [PR994464](#) from 01Jan10; 23.8 renumbered as 23.9 by [PR583034](#) ppc 29Jul16; 23.9 renumbered as 23.11 by [PR583034](#) ppc 29Jul16; 23.11 renamed and substituted by [PR583034](#) ppc 29Jul16]

- (a) An employer and employee may agree in writing to the employee taking a period of paid annual leave before the employee has accrued an entitlement to the leave.
- (b) An agreement must:
 - (i) state the amount of leave to be taken in advance and the date on which leave is to commence; and
 - (ii) be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

Note: An example of the type of agreement required by clause 23.11 is set out at Schedule G. There is no requirement to use the form of agreement set out at Schedule G.

- (c) The employer must keep a copy of any agreement under clause 23.11 as an employee record.
- (d) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 23.11, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

23.12 Cashing out of annual leave

[23.12 inserted by [PR583034](#) ppc 29Jul16]

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 23.12.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 23.12.
- (c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (d) An agreement under clause 23.12 must state:
 - (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
 - (ii) the date on which the payment is to be made.
- (e) An agreement under clause 23.12 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

Mining Industry Award 2010

- (f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- (g) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- (i) The employer must keep a copy of any agreement under clause 23.12 as an employee record.

Note 1: Under section 344 of the Fair Work Act, an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 23.12.

Note 2: Under section 345(1) of the Fair Work Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 23.12.

Note 3: An example of the type of agreement required by clause 23.12 is set out at Schedule H. There is no requirement to use the form of agreement set out at Schedule H.

24. Personal/carer's leave and compassionate leave

[Varied by [PR992071](#); 23 renumbered as 24 by [PR545968](#) ppc 01Jan14]

Personal/carer's leave and compassionate leave are provided for in the NES.

25. Community service leave

[Varied by [PR992071](#); 24 renumbered as 25 by [PR545968](#) ppc 01Jan14]

Community service leave is provided for in the NES.

26. Public holidays

[Varied by [PR992071](#); 25 renumbered as 26 by [PR545968](#) ppc 01Jan14]

26.1 Employees are entitled to public holidays in accordance with the NES.

26.2 Substitution of public holidays

An employer and a majority of affected employees or an individual employee may reach agreement in writing to substitute a day or part-day for a day or part-day that would otherwise be a public holiday under terms of the NES.

27. Leave to deal with Family and Domestic Violence

[27 inserted by [PR609328](#) ppc 01Aug18]

27.1 This clause applies to all employees, including casuals.

27.2 Definitions

(a) In this clause:

family and domestic violence means violent, threatening or other abusive behaviour by a family member of an employee that seeks to coerce or control the employee and that causes them harm or to be fearful.

family member means:

- (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
- (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or
- (iii) a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.

(b) A reference to a spouse or de facto partner in the definition of family member in clause 27.2(a) includes a former spouse or de facto partner.

27.3 Entitlement to unpaid leave

An employee is entitled to 5 days' unpaid leave to deal with family and domestic violence, as follows:

- (a) the leave is available in full at the start of each 12 month period of the employee's employment; and
- (b) the leave does not accumulate from year to year; and
- (c) is available in full to part-time and casual employees.

Note: 1. A period of leave to deal with family and domestic violence may be less than a day by agreement between the employee and the employer.

2. The employer and employee may agree that the employee may take more than 5 days' unpaid leave to deal with family and domestic violence.

27.4 Taking unpaid leave

An employee may take unpaid leave to deal with family and domestic violence if the employee:

- (a) is experiencing family and domestic violence; and
- (b) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the employee to do that thing outside their ordinary hours of work.

Note: The reasons for which an employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.

27.5 Service and continuity

The time an employee is on unpaid leave to deal with family and domestic violence does not count as service but does not break the employee's continuity of service.

27.6 Notice and evidence requirements

(a) Notice

An employee must give their employer notice of the taking of leave by the employee under clause 27. The notice:

- (i) must be given to the employer as soon as practicable (which may be a time after the leave has started); and
- (ii) must advise the employer of the period, or expected period, of the leave.

(b) Evidence

An employee who has given their employer notice of the taking of leave under clause 27 must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 27.4.

Note: Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.

27.7 Confidentiality

- (a) Employers must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under clause 27.6 is treated confidentially, as far as it is reasonably practicable to do so.
- (b) Nothing in clause 27 prevents an employer from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.

Note: Information concerning an employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. Employers should consult with such employees regarding the handling of this information.

27.8 Compliance

An employee is not entitled to take leave under clause 27 unless the employee complies with clause 27.

Schedule A—Transitional Provisions

[Sched A inserted by [PR994050](#) ppc 01Mar10; varied by [PR503613](#)]

A.1 General

A.1.1 The provisions of this schedule deal with minimum obligations only.

A.1.2 The provisions of this schedule are to be applied:

- (a) when there is a difference, in money or percentage terms, between a provision in a relevant transitional minimum wage instrument (including the transitional default casual loading) or award-based transitional instrument on the one hand and an equivalent provision in this award on the other;
- (b) when a loading or penalty in a relevant transitional minimum wage instrument or award-based transitional instrument has no equivalent provision in this award;
- (c) when a loading or penalty in this award has no equivalent provision in a relevant transitional minimum wage instrument or award-based transitional instrument; or
- (d) when there is a loading or penalty in this award but there is no relevant transitional minimum wage instrument or award-based transitional instrument.

A.2 Minimum wages – existing minimum wage lower

A.2.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by a transitional minimum wage instrument and/or an award-based transitional instrument to pay a minimum wage lower than that in this award for any classification of employee.

A.2.2 In this clause minimum wage includes:

- (a) a minimum wage for a junior employee, an employee to whom training arrangements apply and an employee with a disability;
- (b) a piecework rate; and
- (c) any applicable industry allowance.

Mining Industry Award 2010

A.2.3 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the minimum wage in the relevant transitional minimum wage instrument and/or award-based transitional instrument for the classification concerned.

A.2.4 The difference between the minimum wage for the classification in this award and the minimum wage in clause A.2.3 is referred to as the transitional amount.

A.2.5 From the following dates the employer must pay no less than the minimum wage for the classification in this award minus the specified proportion of the transitional amount:

First full pay period on or after

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

A.2.6 The employer must apply any increase in minimum wages in this award resulting from an annual wage review.

A.2.7 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.3 Minimum wages – existing minimum wage higher

A.3.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by a transitional minimum wage instrument and/or an award-based transitional instrument to pay a minimum wage higher than that in this award for any classification of employee.

A.3.2 In this clause minimum wage includes:

- (a) a minimum wage for a junior employee, an employee to whom training arrangements apply and an employee with a disability;
- (b) a piecework rate; and
- (c) any applicable industry allowance.

A.3.3 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the minimum wage in the relevant transitional minimum wage instrument and/or award-based transitional instrument for the classification concerned.

A.3.4 The difference between the minimum wage for the classification in this award and the minimum wage in clause A.3.3 is referred to as the transitional amount.

A.3.5 From the following dates the employer must pay no less than the minimum wage for the classification in this award plus the specified proportion of the transitional amount:

First full pay period on or after

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

A.3.6 The employer must apply any increase in minimum wages in this award resulting from an annual wage review. If the transitional amount is equal to or less than any increase in minimum wages resulting from the 2010 annual wage review the transitional amount is to be set off against the increase and the other provisions of this clause will not apply.

A.3.7 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.4 Loadings and penalty rates

For the purposes of this schedule loading or penalty means a:

- casual or part-time loading;
- Saturday, Sunday, public holiday, evening or other penalty;
- shift allowance/penalty.

A.5 Loadings and penalty rates – existing loading or penalty rate lower

A.5.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by the terms of a transitional minimum wage instrument or an award-based transitional instrument to pay a particular loading or penalty at a lower rate than the equivalent loading or penalty in this award for any classification of employee.

A.5.2 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the loading or penalty in the relevant transitional minimum wage instrument or award-based transitional instrument for the classification concerned.

Mining Industry Award 2010

A.5.3 The difference between the loading or penalty in this award and the rate in clause A.5.2 is referred to as the transitional percentage.

A.5.4 From the following dates the employer must pay no less than the loading or penalty in this award minus the specified proportion of the transitional percentage:

First full pay period on or after

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

A.5.5 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.6 Loadings and penalty rates – existing loading or penalty rate higher

A.6.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by the terms of a transitional minimum wage instrument or an award-based transitional instrument to pay a particular loading or penalty at a higher rate than the equivalent loading or penalty in this award, or to pay a particular loading or penalty and there is no equivalent loading or penalty in this award, for any classification of employee.

A.6.2 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the loading or penalty in the relevant transitional minimum wage instrument or award-based transitional instrument.

A.6.3 The difference between the loading or penalty in this award and the rate in clause A.6.2 is referred to as the transitional percentage. Where there is no equivalent loading or penalty in this award, the transitional percentage is the rate in A.6.2.

A.6.4 From the following dates the employer must pay no less than the loading or penalty in this award plus the specified proportion of the transitional percentage:

First full pay period on or after

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

A.6.5 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.7 Loadings and penalty rates – no existing loading or penalty rate

A.7.1 The following transitional arrangements apply to an employer not covered by clause A.5 or A.6 in relation to a particular loading or penalty in this award.

A.7.2 Prior to the first full pay period on or after 1 July 2010 the employer need not pay the loading or penalty in this award.

A.7.3 From the following dates the employer must pay no less than the following percentage of the loading or penalty in this award:

First full pay period on or after

1 July 2010	20%
1 July 2011	40%
1 July 2012	60%
1 July 2013	80%

A.7.4 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.8 Former Division 2B employers

[A.8 inserted by [PR503613](#) ppc 01Jan11]

A.8.1 This clause applies to an employer which, immediately prior to 1 January 2011, was covered by a Division 2B State award.

A.8.2 All of the terms of a Division 2B State award applying to a Division 2B employer are continued in effect until the end of the full pay period commencing before 1 February 2011.

A.8.3 Subject to this clause, from the first full pay period commencing on or after 1 February 2011 a Division 2B employer must pay no less than the minimum wages, loadings and penalty rates which it would be required to pay under this Schedule if it had been a national system employer immediately prior to 1 January 2010.

A.8.4 Despite clause A.8.3, where a minimum wage, loading or penalty rate in a Division 2B State award immediately prior to 1 February 2011 was lower than the corresponding minimum wage, loading or penalty rate in this award, nothing in this Schedule requires a Division 2B employer to pay more than the minimum wage, loading or penalty rate in this award.

A.8.5 Despite clause A.8.3, where a minimum wage, loading or penalty rate in a Division 2B State award immediately prior to 1 February 2011 was higher than the corresponding minimum wage, loading or penalty rate in this award, nothing in this Schedule requires a Division 2B employer to pay less than the minimum wage, loading or penalty rate in this award.

Mining Industry Award 2010

- A.8.6** In relation to a Division 2B employer this Schedule commences to operate from the beginning of the first full pay period on or after 1 January 2011 and ceases to operate from the beginning of the first full pay period on or after 1 July 2014.

Schedule B—Classification and Structure

[Sched A renumbered as Sched B by [PR994050](#) ppc 01Mar10]

B.1 Classification and progression principles

B.1.1 Classification

In each of the classifications under this award it is a requirement that an employee must:

- (a) perform work in a fully flexible manner as reasonably required by the employer and in accordance with the employee's ability and competence;
- (b) acquire any skills as reasonably requested by the employer and, where necessary, undertake required training and assist with the training of others; and
- (c) use such tools and equipment as may be required, subject to the limit of the employee's skills and competence and provided that the employee has been properly trained in the use of such tools and equipment.

B.1.2 Progression

An employee will progress through the classification levels subject to:

- (a) possessing the applicable skills for the level; and
- (b) being required by the employer to perform work at that level.

Progression from Level 4 and above will be subject to the employee being appointed by the employer.

B.2 Classification groups

B.2.1 Mining Industry Services Employees

A Mining Industry Services Employee is designated as such by their employer and performs all tasks as directed by their employer which include but are not limited to: labouring; assisting work crews and tradespersons; operation of plant and equipment (including mobile plant); maintenance work on plant, equipment or buildings; performance of general plant, stores, workshop, warehouse, packaging, and marine interface tasks, resource assessment (including prospecting, drilling and exploration); preparing and cleaning equipment and materials; and on site catering cleaning and security.

This classification group also encompasses work performed by Laboratory Assistants, who do not hold tertiary qualifications.

B.2.2 Mining Industry Surface Mining and Haulage Employees

A Mining Industry Surface Mining and Haulage Employee is designated as such by their employer and performs all tasks as directed by their employer which include but are not limited to: open cut mining activities (including labouring, sampling, spotting); operating all forms of mining industry plant and equipment (including mobile plant); operating equipment used in the transportation handling and loading (or discharge) of ores, metals, minerals and/or product (including rail activities); and all tasks associated with drilling and blasting.

B.2.3 Mining Industry Processing Employees

A Mining Industry Processing Employee is designated as such by their employer and performs all tasks as directed by their employer which include but are not limited to: operating and adjusting all plant equipment (and associated control panels) utilised in mining industry production, processing, smelting and refining operations; and issuing clearances and permits as required.

B.2.4 Mining Industry Underground Mine Employees

A Mining Industry Underground Mine Employee is designated as such by their employer and performs all tasks as directed by their employer which include but are not limited to: underground mining activities (including labouring, sampling, drilling, blasting, mine ventilation, ground control and shaft activities); and operation and maintenance of underground mining plant and equipment (including mobile plant).

B.2.5 Mining Industry Maintenance Trades Employees

A Mining Industry Maintenance Trades Employee is designated as such by their employer, performs all tasks on the surface or underground as directed by their employer and is trade qualified.

B.3 Classification Structure

B.3.1 Entry Level—Introductory

An employee at this level is undertaking the standard induction training required for the operation or business. Such training covers: conditions of employment; mine and plant safety; first aid procedures; movement around the site; work and documentation procedures; quality control and quality assurance; and introduction to supervisors and fellow workers. Employees at this level perform routine duties under direct supervision.

This level applies to the following classification groups:

- Mining Industry Services Employees; Mining Industry Surface Mining and Haulage Employees; Mining Industry Processing Employees; and Mining Industry Underground Mine Employees.

B.3.2 Level 1—Basic

An employee at this level will have completed the standard induction training and have been assessed to be able to competently carry out the basic and semi-skilled work required for this level.

This level applies to the following classification groups:

- Mining Industry Services Employees; Mining Industry Surface Mining and Haulage Employees; Mining Industry Processing Employees; and Mining Industry Underground Mine Employees.

B.3.3 Level 2—Intermediate

An employee at this level will have been assessed as being competent to carry out semi-skilled work on a broad range of plant and equipment functions. The employee exercises discretion within their level of skill and is responsible for the quality of the work subject to routine supervision.

This level applies to the following classification groups:

- Mining Industry Services Employees; Mining Industry Surface Mining and Haulage Employees; Mining Industry Processing Employees; and Mining Industry Underground Mine Employees.

B.3.4 Level 3—Competent

An employee at this level will have been assessed as being competent to apply skills and knowledge in complex but routine situations where discretion and judgment are involved. The skills and knowledge are acquired through the completion of a trade certificate, or through practical experience, which has equipped the employee with an equivalent level of skills and knowledge.

An employee at this level can plan tasks, select equipment and appropriate procedures from known alternatives and takes responsibility for the work of others. An employee at this level requires only limited supervision or guidance.

An employee at this level: understands and applies quality control techniques; exercises discretion within the scope of this level; performs work under limited supervision; operates all equipment incidental to the work; and assists in the provision of on-the-job training.

This level applies to the following classification groups:

- Mining Industry Surface Mining and Haulage Employees; Mining Industry Processing Employees; Mining Industry Underground Mine Employees; and Mining Industry Maintenance Trades Employees.

B.3.5 Level 4—Advanced

An employee at this level will have met the requirements for Level 3 and been assessed as being competent to perform tasks which require in depth skill or knowledge, or the employee is assessed as having the integration of a broad range of skills. The work may be of a non-routine nature requiring the application of the relevant skills and knowledge to new but predictable situations.

The level of skills or knowledge required to perform this work will involve the completion of a post trade training appropriate for this level, or through the

Mining Industry Award 2010

acquisition of practical skills and knowledge which has equipped the employee with the equivalent level of skills and knowledge.

An employee at this level will provide guidance and assistance to others.

This level applies to the following classification groups:

- Mining Industry Surface Mining and Haulage Employees; Mining Industry Processing Employees; Mining Industry Underground Mine Employees; and Mining Industry Maintenance Trades Employees.

B.3.6 Level 5—Advanced Specialist

An employee at this level will have met the requirements for Level 4 and holds a trade qualification used in the operation and has acquired additional knowledge by having satisfactorily completed a prescribed post trade course appropriate for this level or the achievement to the satisfaction of the employer of a comparable standard of skill and knowledge by other means including in-plant training or on-the-job experience.

An employee at this level will provide guidance and assistance to others.

This level applies to the following classification groups:

- Mining Industry Underground Mine Employees; and Mining Industry Maintenance Trades Employees.

B.3.7 Level 6—Dual Trade

An employee at this level will have met the requirements for Level 5 and holds a dual trade qualification or equivalent prescribed post trade course used in the operation and has acquired additional knowledge enabling the employee to apply dual trade skills or an equivalent level of high precision specialised trade skills in one area.

An employee at this level: has high precision trade skills in more than one area; is qualified to work on machinery or equipment with complex mechanical, hydraulic, electrical circuitry or controls; and meets the skills requirements for Tradespersons in accordance with the *Manufacturing and Associated Industries and Occupations Award 2010* for this level.

This level applies to Mining Industry Maintenance Trades Employees.

B.3.8 Level 7—Dual Trade Instrument Technician

An employee at this level will have met the requirements for Level 6 and have acquired further additional knowledge by having satisfactorily completed a prescribed post trades course or an advanced trade equivalent enabling the employee to apply advanced dual trade instrument electrical technician skills.

This level applies to Mining Industry Maintenance Trades Employees.

Schedule C—School-based Apprentices

[Sched B renumbered as Sched C by [PR994050](#) ppc 01Mar10; substituted by [PR994464](#) from 01Jan10; varied by [PR544267](#)]

- C.1** This schedule applies to school-based apprentices. A school-based apprentice is a person who is undertaking an apprenticeship in accordance with this schedule while also undertaking a course of secondary education.
- C.2** A school-based apprenticeship may be undertaken in the trades covered by this award under a training agreement or contract of training for an apprentice declared or recognised by the relevant State or Territory authority.
- C.3** The relevant minimum wages for full-time junior and adult apprentices provided for in this award, calculated hourly, will apply to school-based apprentices for total hours worked including time deemed to be spent in off-the-job training.
- C.4** For the purposes of clause C.3, where an apprentice is a full-time school student, the time spent in off-the-job training for which the apprentice must be paid is 25% of the actual hours worked each week on-the-job. The wages paid for training time may be averaged over the semester or year.
- C.5** A school-based apprentice must be allowed, over the duration of the apprenticeship, the same amount of time to attend off-the-job training as an equivalent full-time apprentice.
- C.6** For the purposes of this schedule, off-the-job training is structured training delivered by a Registered Training Organisation separate from normal work duties or general supervised practice undertaken on the job.
- C.7** The duration of the apprenticeship must be as specified in the training agreement or contract for each apprentice but must not exceed six years.

[C.8 substituted by [PR544267](#) ppc 01Jan14]

- C.8** School-based apprentices progress through the relevant wage scale at the rate of 12 months progression for each two years of employment as an apprentice or at the rate of competency based progression if provided for in this award.

[C.9 substituted by [PR544267](#) ppc 01Jan14]

- C.9** The apprentice wage scales are based on a standard full-time apprenticeship of four years (unless the apprenticeship is of three years duration) or stages of competency based progression (if provided for in this award). The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school-based apprentice undertaking the applicable apprenticeship.

[C.10 substituted by [PR544267](#) ppc 01Jan14]

- C.10** If an apprentice converts from school-based to full-time, the successful completion of competencies (if provided for in this award) and all time spent as a full-time

Mining Industry Award 2010

apprentice will count for the purposes of progression through the relevant wage scale in addition to the progression achieved as a school-based apprentice.

- C.11** School-based apprentices are entitled pro rata to all of the other conditions in this award.

Schedule D—National Training Wage

[Sched D inserted by [PR994464](#) ppc 01Jan10; varied by [PR997891](#), [PR509042](#), [PR522873](#), [PR536676](#), [PR545787](#), [PR551599](#), [PR566678](#), [PR568050](#), [PR579762](#); deleted by [PR593807](#) ppc 01Jul17]

Schedule E—Supported Wage System

[Sched E inserted by [PR994464](#) ppc 01Jan10; varied by [PR998748](#), [PR510670](#), [PR525068](#), [PR537893](#), [PR542131](#), [PR551831](#), [PR568050](#), [PR581528](#), [PR592689](#), [PR606630](#), [PR709080](#)]

E.1 This schedule defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this award.

[E.2 varied by [PR568050](#) ppc 01Jul15]

E.2 In this schedule:

approved assessor means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system

assessment instrument means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system

disability support pension means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991* (Cth), as amended from time to time, or any successor to that scheme

relevant minimum wage means the minimum wage prescribed in this award for the class of work for which an employee is engaged

supported wage system (SWS) means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: www.jobaccess.gov.au

SWS wage assessment agreement means the document in the form required by the Department of Social Services that records the employee's productive capacity and agreed wage rate

E.3 Eligibility criteria

E.3.1 Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

E.3.2 This schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this award relating to the rehabilitation of employees who are injured in the course of their employment.

E.4 Supported wage rates

E.4.1 Employees to whom this schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following schedule:

Assessed capacity (clause E.5)	Relevant minimum wage
%	%
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

[E.4.2 varied by [PR998748](#), [PR510670](#), [PR525068](#), [PR537893](#), [PR551831](#), [PR568050](#), [PR581528](#), [PR592689](#), [PR606630](#), [PR709080](#) ppc 01Jul19]

E.4.2 Provided that the minimum amount payable must be not less than \$87 per week.

E.4.3 Where an employee's assessed capacity is 10%, they must receive a high degree of assistance and support.

E.5 Assessment of capacity

E.5.1 For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the employer and employee and, if the employee so desires, a union which the employee is eligible to join.

E.5.2 All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the Act.

E.6 Lodgement of SWS wage assessment agreement

[E.6.1 varied by [PR542131](#) ppc 04Dec13]

E.6.1 All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with the Fair Work Commission.

[E.6.2 varied by [PR542131](#) ppc 04Dec13]

E.6.2 All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the

award is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

E.7 Review of assessment

The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the supported wage system.

E.8 Other terms and conditions of employment

Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this schedule will be entitled to the same terms and conditions of employment as other workers covered by this award on a pro rata basis.

E.9 Workplace adjustment

An employer wishing to employ a person under the provisions of this schedule must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

E.10 Trial period

E.10.1 In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

E.10.2 During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.

[E.10.3 varied by [PR998748](#), [PR510670](#), [PR525068](#), [PR537893](#), [PR551831](#), [PR568050](#), [PR581528](#), [PR592689](#), [PR606630](#), [PR709080](#) ppc 01Jul19]

E.10.3 The minimum amount payable to the employee during the trial period must be no less than \$87 per week.

E.10.4 Work trials should include induction or training as appropriate to the job being trialled.

E.10.5 Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause E.5.

Schedule F—Part-day Public Holidays

[Sched F inserted by [PR532630](#) ppc 23Nov12; renamed and varied by [PR544519](#) ppc 21Nov13; renamed and varied by [PR557581](#), [PR573679](#), [PR580863](#), [PR598110](#), [PR701683](#) ppc 21Nov18]

This schedule operates where this award otherwise contains provisions dealing with public holidays that supplement the NES.

- F.1** Where a part-day public holiday is declared or prescribed between 7.00 pm and midnight on Christmas Eve (24 December in each year) or New Year's Eve (31 December in each year) the following will apply on Christmas Eve and New Year's Eve and will override any provision in this award relating to public holidays to the extent of the inconsistency:
- (a) All employees will have the right to refuse to work on the part-day public holiday if the request to work is not reasonable or the refusal is reasonable as provided for in the NES.
 - (b) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of exercising their right under the NES does not work, they will be paid their ordinary rate of pay for such hours not worked.
 - (c) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of being on annual leave does not work, they will be taken not to be on annual leave between those hours of 7.00 pm and midnight that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.
 - (d) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight, but as a result of having a rostered day off (RDO) provided under this award, does not work, the employee will be taken to be on a public holiday for such hours and paid their ordinary rate of pay for those hours.
 - (e) Excluding annualised salaried employees to whom clause F.1(f) applies, where an employee works any hours between 7.00 pm and midnight they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.
 - (f) Where an employee is paid an annualised salary under the provisions of this award and is entitled under this award to time off in lieu or additional annual leave for work on a public holiday, they will be entitled to time off in lieu or pro-rata annual leave equivalent to the time worked between 7.00 pm and midnight.
 - (g) An employee not rostered to work between 7.00 pm and midnight, other than an employee who has exercised their right in accordance with clause F.1(a), will not be entitled to another day off, another day's pay or another day of annual leave as a result of the part-day public holiday.

Mining Industry Award 2010

This schedule is not intended to detract from or supplement the NES.

Schedule G—Agreement to Take Annual Leave in Advance

[Sched G inserted by [PR583034](#) ppc 29Jul16]

Link to PDF copy of [Agreement to Take Annual Leave in Advance](#).

Name of employee: _____

Name of employer: _____

The employer and employee agree that the employee will take a period of paid annual leave before the employee has accrued an entitlement to the leave:

The amount of leave to be taken in advance is: ____ hours/days

The leave in advance will commence on: ____/____/20____

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20____

[If the employee is under 18 years of age - include:]

I agree that:

if, on termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken under this agreement, then the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____

Schedule H—Agreement to Cash Out Annual Leave

[Sched H inserted by [PR583034](#) ppc 29Jul16]

Link to PDF copy of [Agreement to Cash Out Annual Leave](#).

Name of employee: _____

Name of employer: _____

The employer and employee agree to the employee cashing out a particular amount of the employee's accrued paid annual leave:

The amount of leave to be cashed out is: ____ hours/days

The payment to be made to the employee for the leave is: \$_____ subject to deduction of income tax/after deduction of income tax (strike out where not applicable)

The payment will be made to the employee on: ___/___/20__

Signature of employee: _____

Date signed: ___/___/20__

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ___/___/20__

Include if the employee is under 18 years of age:

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ___/___/20__

Schedule I—Agreement for Time Off Instead of Payment for Overtime

[Sched I inserted by [PR585478](#) ppc 16Sep16]

Link to PDF copy of [Agreement for Time Off Instead of Payment for Overtime](#).

Name of employee: _____

Name of employer: _____

The employer and employee agree that the employee may take time off instead of being paid for the following amount of overtime that has been worked by the employee:

Date and time overtime started: ___/___/20___ ___ am/pm

Date and time overtime ended: ___/___/20___ ___ am/pm

Amount of overtime worked: _____ hours and _____ minutes

The employer and employee further agree that, if requested by the employee at any time, the employer must pay the employee for overtime covered by this agreement but not taken as time off. Payment must be made at the overtime rate applying to the overtime when worked and must be made in the next pay period following the request.

Signature of employee: _____

Date signed: ___/___/20___

Name of employer
representative: _____

Signature of employer
representative: _____

Date signed: ___/___/20___